

August 17, 2015

**GENERAL MEMORANDUM OF AGREEMENT OF APRIL 1, 2015 BETWEEN
BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS AND ITS
COUNCIL-MEMBER UNIONS IATSE LOCAL 891, IATSE LOCAL 669 AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 155 AND
THE NEGOTIATING PRODUCERS**

This Memorandum of Agreement and its Appendices are entered into as of April 1, 2015 between the British Columbia and Yukon Council of Film Unions, which is comprised of Motion Picture Studio Production Technicians, Local 891 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada; Teamsters Local Union No. 155 affiliated with the International Brotherhood of Teamsters; and International Cinematographers Guild, Local 669 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada (hereinafter referred to as the “B.C. Council”), on its own behalf and on behalf of its respective Council-Member Unions, on the one hand, and the Canadian affiliates of the Alliance of Motion Picture and Television Producers and the Canadian Media Production Association – BC Producers’ Branch on behalf of the Negotiating Producers, on the other hand.

This Memorandum of Agreement and its Appendices (Appendix “A,” which is applicable only to IATSE Local 891, Appendix “B” which is applicable only to Teamsters 155 and Appendix “C,” which is applicable only to IATSE Local 669, hereinafter referred to as the “Appendices”) reflect the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement and its Appendices will be reduced to formal contract language. This Memorandum of Agreement and its Appendices do not set forth contract language, except where the context clearly indicates otherwise.

EFFECT OF CHANGES

All of the provisions of the 2012-2015 Master Agreement, its Appendices and the Supplemental Master Agreement shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the Wage Scales, Hours of Employment and Working Conditions of the Master Agreement, its Appendices (referred to as the “Sidetable Agreements”), and/or in the Supplemental Master Agreement, unless otherwise specifically provided.

Except when another date is specified, the provisions herein shall be effective as of the date that the B.C. Council furnishes notice of ratification to the Negotiating Producers provided that the Council-member Unions ratify this General Memorandum of Agreement and the Negotiating Producers are notified of such ratification on or before September 10, 2015. Should ratification occur after September 10, 2015, then the increases that were to go into effect on August 2, 2015 shall not become effective until the B.C. Council provides notice of ratification to the Negotiating Producers.

Ratification of this General Memorandum of Agreement by two of the Council-member Unions constitutes ratification of the Master Agreement, its Appendices and the Supplemental Master Agreement.

1. **TERM**

Modify Article 17.01 as follows:

17.01 Term: The term of this Master Agreement shall commence on April 1, 2015 ~~2012~~ and continue to and including March 31, 2018~~2015~~. All of the provisions hereof shall continue in force until such time as a successor agreement is concluded.

2. **WAGES** Increase minimum rates by two percent (2%) effective August 2, 2015; by an additional two percent (2%) effective April 3, 2016; and by an additional two percent (2%) effective April 2, 2017. These increases shall be compounded. The B.C. Council may elect to allocate one-half percent (0.5%) of the wage increase to fringe benefits in either the second or third year of the Agreement, in which case the wage increase shall be reduced to one and one-half percent (1.5%) for the chosen year. The B.C. Council agrees to give notice to the Negotiating Producers of any such allocation to fringe benefits not less than ninety (90) days prior to April 3, 2016 (if the allocation is to be effective in the second year of the contract), or not less than ninety (90) days prior to April 2, 2017 (if the allocation is to be effective in the third year of the contract).

3. **FRINGES** Effective August 2, 2015, increase the Holiday Pay portion of the fringe rate by 0.25% (from 2.5% to 2.75%) in recognition of the addition of Family Day as a statutory holiday in British Columbia.

Revise Article 8 as follows:

Article Eight: Fringe Rates

8.01 Television: The fringe rate for Pension, Health, Holiday Pay, and Vacation Pay (except as provided in Article 8.03, below) shall be a total of the following percentage points during the following periods:

- (a) Effective April 1, 2015~~2012~~:
- (i) ~~IATSE Local 891: Fifteen percent (15.0%).~~
 - (ii) ~~IATSE Local 669: Fifteen percent (15.0%).~~
 - (iii) ~~Teamsters Local Union No.155: Fifteen and one-half percent (15.5%).~~
 - (iv) ~~\$12 per day supplemental contribution to be made to the health plans of each of the three unions.~~
- (b) ~~Effective Mach 31, 2013:~~

- ~~(i) IATSE Local 891: Fifteen and one-half percent (15.5%).~~
- ~~(ii) IATSE Local 669: Fifteen and one-half percent (15.5%).~~
- ~~(iii) Teamsters Local Union No. 155: Sixteen percent (16.0%).~~
- ~~(iv) \$12 per day supplemental contributions to be made to the health plans of each of the three unions.~~

~~(e) Effective March 30, 2014:~~

- (i) IATSE Local 891: Sixteen percent (16.0%).
- (ii) IATSE Local 669: Sixteen percent (16.0%).
- (iii) Teamsters Local Union No. 155: Sixteen and one-half percent (16.5%).
- (iv) \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

(b) Effective August 2, 2015:

- (i) IATSE Local 891: Sixteen and one-quarter percent (16.25%).
- (ii) IATSE Local 669: Sixteen and one-quarter percent (16.25%).
- (iii) Teamsters Local Union No. 155: Sixteen and three-quarters percent (16.75%).
- (iv) \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

The Council may allocate such percentage among the aforementioned fringe categories so long as the statutory requirements for Holiday Pay and Vacation Pay are satisfied. The fringe rate shall be calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. An Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit pursuant to Article Three of this Agreement provided that proof of payment to such Employee's applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

8.02 High Budget Feature Films: The fringe rate for Pension, Health, Holiday Pay, and Vacation Pay shall be a total of the following percentage points during the following periods:

(a) Effective April 1, ~~2015~~2012:

- ~~(i) IATSE Local 891: Nineteen percent (19.0%).~~
- ~~(ii) IATSE Local 669: Nineteen percent (19.0%).~~
- ~~(iii) Teamsters Local Union No. 155: Nineteen and one-half percent (19.5%).~~
- ~~(iv) \$12 per day supplemental contribution to be made to the health plans of each of the three unions.~~

~~(b) Effective Mach 31, 2013:~~

- ~~(i) IATSE Local 891: Nineteen and one-half percent (19.5%).~~
- ~~(ii) IATSE Local 669: Nineteen and one-half percent (19.5%).~~
- ~~(iii) Teamsters Local Union No.155: Twenty percent (20.0%).~~
- ~~(iv) \$12 per day supplemental contributions to be made to the health plans of each of the three unions.~~

~~(e) Effective March 30, 2014:~~

- (i) IATSE Local 891: Twenty percent (20.0%).
- (ii) IATSE Local 669: Twenty percent (20.0%).
- (iii) Teamsters Local Union No. _155: Twenty and one-half percent (20.5%).
- (iv) \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

(b) Effective August 2, 2015:

- (i) IATSE Local 891: Twenty and one-quarter percent (20.25%).
- (ii) IATSE Local 669: Twenty and one-quarter percent (20.25%).
- (iii) Teamsters Local Union No. 155: Twenty and three-quarters percent (20.75%).
- (iv) \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

The Council may allocate such percentage among the aforementioned fringe categories so long as the statutory requirements for Holiday Pay and Vacation Pay are satisfied. The fringe rate shall be calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. An Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit pursuant to Article Three of this Agreement provided that proof of payment to such Employee's applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

8.03 First and Second Year of a Television Series; One-Hour Network Pilots:

- (a) First Year Television Series: All Television Rates in Appendices "A," "B" and "C" shall be ten percent (10%) less than the rates in the current wage schedule for Feature Films in Appendices "A," "B" and "C." The total fringe rate applicable to all Council-member unions shall be two percent (2%) less than the applicable rates in Article 8.01.

Second Year Television Series: Rates shall lag one (1) year in scale minimum wage increases and a two percent (2%) reduction in the fringe rate set forth in Article 8.01 during the second (2nd) year.

- (b) One-Hour Network Pilots: The scale minimum wages shall be eighteen percent (18%) less than the applicable Feature Film Rates in Appendices “A,” “B” and “C” for one-hour network Pilots. The total fringe rate applicable to all Council-member unions shall be thirteen percent (13%) (thirteen and one-quarter percent (13.25%) effective August 2, 2015) for Locals 891 and 669 and thirteen and one-half percent (13.5%) (thirteen and three-quarters percent (13.75%) effective August 2, 2015) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

4. **NEW Article 1.22 Union Representation**

Add new Article 1.22 as follows:

“1.22 Union Representation: Upon request of an Employee, the Employer shall allow a Union representative to be present at any investigatory meeting between the Employee and a representative of the Employer which may lead to the discipline of the Employee. The foregoing shall not apply if the purpose of the meeting is to advise the Employee of any disciplinary action determined prior to the meeting. The Union representative shall not obstruct the investigatory process.”

5. **Article 3.01(e) Work Permit Application**

Modify Article 3.01(e) as follows:

- (e) The Employer hiring any person not represented by the Council for any job classification described in the appendices to this agreement shall secure a Work Permit from the appropriate Council-member Union and if necessary, secure clearance from the Employment and Social Development Canada (ESDC)~~Human Resources Development Canada (HRDC)~~ in cooperation with the appropriate Council-member Union.

6. **NEW Article 4.15 First Aid Assessments**

Add new Article 4.15 as follow:

“4.15 First Aid Assessments: The Employer shall assess its first aid needs on each production in advance of the work day based on the anticipated circumstances for that day.”

7. **Article 5.01 -- Studio Zones**

Modify 5.01(a) to expand the Studio Zone to include the studio space at 20175 100A Avenue, Langley, BC, V1M 3X6 and to read as follows:

5.01 Studio Zones:

- (a) The Vancouver Studio Zone (please see page 115 for map) shall be viewed as a grid, the boundaries of which are:
- On the West, the shoreline;
 - On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;
 - On the East, 122 degrees/45 minutes longitude southward to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the western shore of the Pitt River to a point directly north of 200th Street in Langley, B.C.; and
 - On the South, the Canada/U.S. border.

For clarity, along the Studio Zone's eastern boundary, the area encompassing all east-west street addresses below 20000 ~~are~~ is within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone. The studio located at 20175 100A Avenue, Langley, BC - V1M 3X6 shall be considered within the Studio Zone.

8. **Article 7.01 Statutory Holidays**

Modify Article 7.01 as follows:

7.01 Statutory Holidays: The following days are defined as Statutory Holidays and must be observed with a day off: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other Holiday prescribed by regulation.

The days of Christmas Eve and New Year's Eve shall not be considered holidays. Notwithstanding the above, any Employee working after four o'clock p.m. (4:00

p.m.) on either day shall be paid three (3) times the Employee's straight time contracted hourly rate thereafter.

9. **Article 7.05 Waiver of Designated Holiday:**

Modify Article 7.05 as follows:

7.05 Waiver of Designated Holiday: When a holiday, other than Christmas Day, Boxing Day, Good Friday, Remembrance Day and New Year's Day, falls on the second (~~2nd~~), third (~~3rd~~), or fourth (~~4th~~) work day of the work week, the Employer may ~~request a waiver from the Council to allow~~ designate the first (~~1st~~) or fifth (~~5th~~) work day of the work week ~~to be designated and as the day the holiday is to be observed as the holiday, and so that~~ the actual day of the holiday shall be worked and paid for at straight time. ~~The Council shall automatically grant the waiver when requested by the Employer: (i) to accommodate the needs of the production; or (ii) to accommodate the scheduling wishes of the crew, as reflected in a secret ballot vote of a majority of the crew voting. The Employer shall request the waiver from the Council no later than seven (7) calendar days prior to the actual holiday. The Employer shall file notice of the designated holiday schedule with the Council no later than seven (7) calendar days prior to the holiday for Pilots, and no later than ten (10) calendar days prior to the holiday for all other productions.~~

10. **Establishment of a Training Society:**

The parties agree to the following Letter of Understanding:

Re: Establishment of a Training Society

During the course of the 2015 negotiations between the Negotiating Producers and the British Columbia and Yukon Council of Film Unions, the parties agreed that they shall endeavour to establish a Society for training of employees who work under the BC Film Council agreement. The outline of the Society Structure is as follows:

All three unions would participate.

The target date to establish the Society would be October 1, 2016 and preparation work would begin in 2015.

During that period, the parties would establish a structure for the organization, governance principles, as well as the goal and purpose of the Society.

The following principles would be required to be incorporated in the by-laws or other governance documents:

- (A) There must be an equal number of Employer and Union Directors.
- (B) A majority vote would be required to adopt any initiatives.
- (C) The curriculum for any proposed safety training must be approved by Employer Safety Representatives before the program itself may be presented to the Directors for approval.
- (D) Participation by the DGC BC and UBCP should be contemplated.

Funding of the Society would commence when the Society is formed (*i.e.*, when the by-laws are adopted) and would be based on an employer contribution of 5 cents (\$0.05) per hour worked. The contributions would be capped as follows:

- (A) Maximum of \$1,000 per TV episode, MOW, Mini-series segment (also sometimes referred to as a “part”) or Home Video;
- (B) No more than \$5,000 for a Mini-Series;
- (C) No more than \$5,000 per season for episodic TV;
- (D) No more than \$5,000 for Features;
- (E) No contributions for Pilots or New Media;
- (F) Flats would be based on a 12-hour day.

In addition to the employer contributions, the BC Film Council would contribute \$50,000 per annum and it would be preferable if that amount could be paid in the first year to be used as “seed money.”

The Society would maintain a website accessible by Employers that would provide information about what courses employees have attended and completed.

The Society would not replace Actsafe, but would be complementary to Actsafe.

The Society could use its funds to reimburse participants for their costs for courses put on by Actsafe, the IA Training Trust or any other qualified provider, subject to the approval of the majority of the Directors.

SUPPLEMENTAL MASTER AGREEMENT

Modify S3. Wages and Fringes of the Supplemental Master Agreement as follows:

S3. Wages and Fringes:

S3.01 Television Series:

During the first two (2) seasons of a Television Series, the scale minimum wages shall be ten percent (10%) less than the rates in the current wage schedule for Feature Films in Appendices "A," "B" and "C" of the Master Agreement. The total fringe rate during the first two (2) seasons shall be thirteen percent (13%) (thirteen and one-quarter percent (13.25%) effective August 2, 2015) for Locals 891 and 669 and thirteen and one-half percent (13.5%) (thirteen and three-quarters percent (13.75%) effective August 2, 2015) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

The scale minimum wages applicable in the third (3rd) and subsequent seasons of a Television Series shall lag by one (1) period on the wage scales for Television Series in the Master Agreement.

S3.02 Long-Form, Pilots and Canadian Domestic Television Production:

The scale minimum wages for Long-form Television, Canadian Domestic Television Production and Pilots shall be eighteen percent (18%) less than the applicable Feature Film Rates in Appendices "A," "B" and "C" of the Master Agreement.

- i) Long-Form Television: The total fringe rate shall be fifteen percent (15%) (fifteen and one-quarter percent (15.25%) effective August 2, 2015) for Locals 891 and 669 and fifteen and one-half percent (15.5%) (fifteen and three-quarters percent (15.75%) effective August 2, 2015) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.
- ii) Pilots: The total fringe rate shall be thirteen percent (13%) (thirteen and one-quarter percent (13.25%) effective August 2, 2015) for Locals 891 and 669 and thirteen and one-half percent (13.5%) (thirteen and three-quarters percent (13.75%) effective August 2, 2015) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.
- iii) Canadian Domestic Television Production: During the first three (3) seasons (four (4) seasons effective as of the date that the B.C. Council

furnishes notice of ratification to the Negotiating Producers) the total fringe rate shall be thirteen percent (13%) (thirteen and one-quarter percent (13.25%) effective August 2, 2015) for Locals 891 and 669 and thirteen and one-half percent (13.5%) (thirteen and three-quarters percent (13.75%) effective August 2, 2015) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

S3.03 Low Budget Feature Films and Home Video:

For Feature Films and Home Video with Budget levels described below, the scale minimum wages applicable to Features in Appendices "A," "B" and "C" of the Master Agreement and Fringe rates in Article 8.02 will be reduced as follows:

- i) Budgets of more than \$8,000,000 CAD up to \$14,000,000 CAD: ten percent (10%) reduction in the wage rate, and a fringe rate of fifteen percent (15%) (fifteen and one-quarter percent (15.25%) effective August 2, 2015) for Locals 891 and 669 and fifteen and one-half percent (15.5%) (fifteen and three-quarters percent (15.75%) effective August 2, 2015) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.
- ii) Budgets of more than \$3,000,000 CAD up to \$8,000,000 CAD: eighteen percent (18%) reduction in the wage rate and a fringe rate of fifteen percent (15%) (fifteen and one-quarter percent (15.25%) effective August 2, 2015) for Locals 891 and 669 and fifteen and one-half percent (15.5%) (fifteen and three-quarters percent (15.75%) effective August 2, 2015) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.
- iii) Budget of \$3,000,000 CAD and below: wages subject to individual negotiation between individual employee and employer. Ten percent (10%) (ten and one-quarter percent (10.25%) effective August 2, 2015) fringe rate plus \$12 supplemental contribution to be made to the health plans of each of the three unions. Under no circumstances may the wages be less than \$12.50 per hour effective as of April 1, 2012, \$12.75 per hour ~~effective as of March 31, 2013~~ and \$13.01 per hour effective as of March 30, 2014.

APPENDIX “A”
IATSE LOCAL 891 SIDETABLE

1. MAKE-UP AND HAIR DEPARTMENT HEADS

The parties agree to add the following letter of understanding to the 2015-2018 BCCFU Master Agreement:

“Notwithstanding Article A1.21 of the Master Agreement (‘Performing Duties in a Higher Classification’), the parties agree that if the Make-up Department Head or the Hair Department Head is released more than two (2) hours prior to camera wrap:

- “1. Any Assistant Make-up Artist or Assistant Hairstylist who is required to work in a higher classification following the release of the Department Head shall be entitled to payment of the higher rate for the time worked in the higher classification.
- “2. If work in the higher classification prior to camera wrap exceeds four (4) hours, the higher rate shall prevail for the entire workday.

“This Letter of Understanding shall expire on March 31, 2018, unless renewed by mutual agreement of the parties.”

2. PERSONAL PROTECTIVE EQUIPMENT

Add the following new Article A1.23:

“**A1.23 Personal Fall Protection System:** When an Employer rents equipment from an Employee that would constitute a ‘personal fall protection system’ as defined in Part 11.1 of WorkSafeBC regulations, the Employer shall compensate the Employee at the rate of \$2.00 per day. All such equipment shall, at a minimum, comply with standards prescribed under B.C. law.”

3. ETCP RIGGERS AND ELECTRICIANS

Add the following new Article A1.24:

“**A1.24 ETCP Certified Riggers and ETCP Certified Entertainment Electricians:** Employees required to hold Entertainment Technician Certification Program (ETCP) certification as a condition of hire shall have their scale rate increased by \$2.00 per hour. This increase shall not be compounded with the FE/CQ rate increases in Article A1.15.”

4. **GENERATOR OPERATOR BUYOUT**

Modify Article A1.20(f) as follows:

A1.20 Turnaround

- (f) The Employer may make a \$70.00 per day payment to the Generator Operator in lieu of paying turnaround encroachment premiums to the Generator Operator. For Feature Films of all budget levels, the payment shall increase to \$75.00 per day effective August 2, 2015, to \$80.00 per day effective April 3, 2016, and to \$85.00 per day effective April 2, 2017. For Television Productions, the payment shall increase to \$75.00 per day effective April 3, 2016, and to \$80.00 per day effective April 2, 2017.

APPENDIX “B”
TEAMSTERS LOCAL 155 SIDETABLE

1. DAILY RUNDOWN SHEETS

Add the following as a new subparagraph (g) in Article B1.11, “Dispatch and Layoff:”

“(g) The Employer shall provide to the Union, on a daily basis, a ‘rundown sheet’ listing the name of each Employee employed on the previous day. Should the Employer fail to provide the ‘rundown sheet’ as required, the Union will contact the Employer to allow the Employer to cure any non-compliance.”

2. PRE-SETTING PERSONAL VEHICLES

Modify Article B5.02 as follows:

B5.02

“(a) Employee vehicles can be used on Employer business only if authorized by the Employer. An Employee shall arrange for adequate insurance coverage before using his motor vehicle on Employer business. It shall not be a violation of this Master Agreement for an Employee to refuse to use his/her motor vehicle on Employer business. When an Employee uses his/her vehicle in authorized Employer business, an allowance of thirty-five cents (\$0.35) per kilometre shall be paid.

“(b) When the Employer requires an Employee to ‘pre-set’ his/her personal vehicle during the course of the workday – that is, to move his/her personal vehicle to the location where he/she will be dismissed at the end of that day – the Employee shall be paid thirty-five cents (\$0.35) per kilometre for travel to that location and be reimbursed, upon presentation of an appropriate record of payment, for any bridge tolls.

“For example, on Monday, an Employee is asked to report to North Shore Studios where he picks up the production vehicle and drives to the shooting location for Monday and Tuesday at the University of British Columbia (UBC). During the course of the workday on Monday, the Employee is driven back to North Shore Studios so that he can drive his personal vehicle to UBC, where he will be dismissed for the day on Monday. The production vehicle remains at UBC where it will be used by the shooting company on Tuesday. The Employee will be reimbursed for travel between North Shore Studios and UBC and for any bridge tolls paid.

“The foregoing shall not apply when the Employee drives from one shooting location within the Studio Zone to another shooting location within the Studio Zone during the course of the work day.”

3. **SECOND MEAL PENALTY BUYOUT**

Modify B5.03 as follows:

B5.03 Second Meal Penalty Buyout: Except as provided in Article 6.07 of the Master Agreement, each Employee whose work schedule extends past the start of ~~through~~ the second meal (not counting breakfast) shall receive a meal provided by the Employer or, in lieu thereof, shall be paid \$25.00 (\$30.00 per day effective April 3, 2016, except that the meal penalty buyout shall remain at \$25.00 per day for Pilots) on the next regular paycheck. Meal penalties are not applicable.

4. **DRIVERS AND PRE-TRIP INSPECTIONS**

The Negotiating Producers agree to issue the following bulletin:

As of August 2, 2015.

NOTICE TO CANADIAN AFFILIATES OF THE AMPTP AND CMPA MEMBER COMPANIES SIGNATORY TO THE 2015 BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS MASTER AGREEMENT:

Re: Drivers and Pre-Trip Inspections

During the course of the 2015 negotiations between the Negotiating Producers and Teamsters, Local Union No 155, the parties discussed the subject of drivers conducting pre-trip inspections of vehicles. The parties agreed to issue this bulletin as a reminder that drivers should be encouraged to conduct a pre-trip inspection of the vehicle which they are assigned to operate. Please ensure that your drivers are given the opportunity to conduct such an inspection.

Carol A. Lombardini
On behalf of the Canadian Affiliates
of the AMPTP

Gigi Boyd
On behalf of the CMPA-BC Producers'
Branch

APPENDIX “C”
IATSE LOCAL 669 SIDETABLE

1. FIRST UNIT CREW / ADDITIONAL UNIT CREW

Modify C2.01 First Unit Crew and C2.02 Additional Unit Crew as follows:

C2.01 First Unit Crew:

- (a) The minimum crew on a First Unit ~~or an Additional Unit (with Principal Actors)~~ shall consist of a Director of Photography, a Camera Operator, a First Camera Assistant, a Second Camera Assistant and, on a feature film, a Stills Photographer, (hereinafter referred to respectively as a D.O.P., Operator, First Assistant, Second Assistant and Stills Photographer).
- (b) Any additional cameras, with the exception of locked-off cameras, shall require an Operator and a First Assistant.
- (c) If four (4) or more cameras, excepting locked-off cameras, are used simultaneously, an additional Second Assistant shall be employed, and if seven (7) or more cameras are used simultaneously, another additional Second Assistant shall be employed.
- (d) The photographic staff shall not be below a reasonable number in accordance with the general and usual practices of the Employer.

C2.02 Additional Unit Crew:

- (a) An Additional Unit is any unit which is not under the direct supervision of the First Unit D.O.P.
- (b) The minimum crew on an Additional Unit shall consist of a D.O.P. and First Assistant. However, if Principal Actors are involved in work with an Additional Unit, the minimum crew for the Additional Unit shall consist of the same minimum requirements as the First Unit Crew; namely, a D.O.P, Operator, First Assistant, Second Assistant and, on a feature film, a Stills Photographer.
- (c) ~~Where~~ When the D.O.P. determines that additional Employees are required, he/she will discuss such requirements with the Employer and the Employer will not unreasonably deny the D.O.P.'s request for such additional Employees.

2. C2.05(a)“VIDEO” CLARIFICATION

The Negotiating Producers agree to issue the following letter:

Re: IATSE 669 and Article C2.05(a)

During the course of the 2015 negotiations between the Negotiating Producers and IATSE 669, the parties discussed that the references in C2.05(a) to “Video Recording Equipment” and “Video Playback Equipment” encompass digital as well as video tape equipment.

Carol A. Lombardini
On behalf of the Canadian Affiliates
of the AMPTP

Gigi Boyd
On behalf of the CMPA-BC
Branch

3. CLARIFICATION OF DISCOUNTED WEEKLY RATES

For the purpose of clarification, modify the location of the asterisk and the text of the asterisked language regarding weekly rates in the IATSE 669 wage table as follows:

IATSE LOCAL 669 RATES

**Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 “pay hours”*

	April 1, 2012 – March 30, 2013		March 31, 2013 – March 29, 2014		March 30, 2014 – March 31, 2015	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate

HOURLY

Director of Photography	89.48	93.97	91.27	95.85	93.10	97.77
Operator	59.50	62.45	60.69	63.70	61.90	64.97
First Assistant	44.68	46.90	45.57	47.84	46.48	48.80
Second Assistant	31.48	33.04	32.11	33.70	32.75	34.37
Stills Photographer I	54.93	51.24	56.03	52.26	57.15	53.31
Stills Photographer II	82.40		84.05		85.73	
Camera Utility Person	Negotiable		Negotiable		Negotiable	
Film Loader	Negotiable		Negotiable		Negotiable	
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	35.00	36.74	35.70	37.47	36.41	38.22

**Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"*

	April 1, 2012 – March 30, 2013		March 31, 2013 – March 29, 2014		March 30, 2014 – March 31, 2015	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate

Motion Picture Video Assistant 1	26.32	27.60	26.85	28.15	27.39	28.71
Motion Picture Video Assistant 2	19.73	20.73	20.12	21.14	20.52	21.56
Digital Imaging Technician	44.68	46.90	45.57	47.84	46.48	48.80
Digital Utility Person	Negotiable		Negotiable		Negotiable	
Electronic Director of Photography	65.49	68.77	66.80	70.15	68.14	71.55
Electronic Camera Operator	49.10	51.56	50.08	52.59	51.08	53.64
Electronic Camera Assistant	32.76	34.38	33.42	35.07	34.09	35.77
PUBLICITY						
Senior Unit Publicist	34.20	35.90	34.88	36.62	35.58	37.35
Junior Unit Publicist	23.36	24.52	23.83	25.01	24.31	25.51

***-WEEKLY (Weekly rates are based on 60 guaranteed hours per week which is equivalent to 70 "pay hours")**

Director of Photography	5,937.40	6,234.20	6,056.40	6,358.80	6,177.50	6,486.20
Operator	3,947.30	4,146.10	4,026.40	4,228.70	4,106.90	4,313.40
First Assistant	2,963.10	3,110.10	3,022.60	3,172.40	3,082.80	3,236.10
Second Assistant	2,088.80	2,193.80	2,130.80	2,237.90	2,173.50	2,282.70
Stills Photographer	3,644.90	3,399.20	3,717.70	3,467.10	3,791.90	3,536.40
Camera Utility Person	Negotiable		Negotiable		Negotiable	
Film Loader	Negotiable		Negotiable		Negotiable	
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	2,321.90	2,438.10	2,368.10	2,487.10	2,415.70	2,536.80
Motion Picture Video Assistant 1	1,745.80	1,831.20	1,780.80	1,867.60	1,816.50	1,904.70
Motion Picture Video Assistant 2	1,311.10	1,373.40	1,337.00	1,400.70	1,363.60	1,428.70
Digital Imaging Technician	2,963.10	3,110.10	3,022.60	3,172.40	3,082.80	3,236.10
Digital Utility Person	Negotiable		Negotiable		Negotiable	
Electronic Director of Photography	4,346.30	4,561.90	4,433.10	4,652.90	4,522.00	4,746.00
Electronic Camera Operator	3,257.10	3,422.30	3,322.20	3,490.90	3,388.70	3,560.90

**Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"*

April 1, 2012 – March 30, 2013		March 31, 2013 – March 29, 2014		March 30, 2014 – March 31, 2015	
Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate

Electronic Camera Assistant	2,174.20	2,281.30	2,217.60	2,326.80	2,261.70	2,373.00
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A

***-WEEKLY (HOURLY) (Weekly rates are based on 60 guaranteed hours per week which is equivalent to 70 "pay hours")**

Director of Photography	84.82	89.06	86.52	90.84	88.25	92.66
Operator	56.39	59.23	57.52	60.41	58.67	61.62
First Assistant	42.33	44.43	43.18	45.32	44.04	46.23
Second Assistant	29.84	31.34	30.44	31.97	31.05	32.61
Camera Utility Person	Negotiable		Negotiable		Negotiable	
Film Loader	Negotiable		Negotiable		Negotiable	
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Stills Photographer	52.07	48.56	53.11	49.53	54.17	50.52
Motion Picture Video Coordinator	33.17	34.83	33.83	35.53	34.51	36.24
Motion Picture Video Assistant 1	24.94	26.16	25.44	26.68	25.95	27.21
Motion Picture Video Assistant 2	18.73	19.62	19.10	20.01	19.48	20.41
Digital Imaging Technician	42.33	44.43	43.18	45.32	44.04	46.23
Digital Utility Person	Negotiable		Negotiable		Negotiable	
Electronic Director of Photography	62.09	65.17	63.33	66.47	64.60	67.80
Electronic Camera Operator	46.53	48.89	47.46	49.87	48.41	50.87
Electronic Camera Assistant	31.06	32.59	31.68	33.24	32.31	33.90
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A

PRODUCTIONS MADE FOR NEW MEDIA

Modify the New Media Sideletter of the 2012-2015 BCCFU Master Agreement to establish minimum terms and conditions for “high budget” original and derivative dramatic new media productions made for a subscription consumer pay new media platform by revising Paragraph C and Paragraph E (previously Paragraph D) and by adding a new Paragraph D as follows and making conforming changes, as necessary:

C. Other Provisions

(1) Fringe Rates

- (a) The aggregate fringe rate payable for Pension, Health, Holiday Pay and Vacation Pay on covered Derivative New Media Productions and Original New Media Productions with a Budget under \$25,000 CAD per exhibited minute shall be ten percent (10%) (ten and one-quarter percent (10.25%) effective August 2, 2015) of straight time earnings only.
- (b) The aggregate fringe rate payable for Pension, Health, Holiday Pay and Vacation Pay on covered Original New Media Productions with a Budget over \$25,000 CAD per exhibited minute shall be fifteen percent (15%) (fifteen and one-quarter percent (15.25%) effective August 2, 2015) of straight time earnings only.
- (c) For the purposes of this ~~Article~~ Paragraph C, the term “Budget” shall mean the total budget for a project and shall include offsets for tax credit and production incentives but does not include a contingency up to ten percent (10%) of the Budget, costs of financing and bonds.

The Council shall allocate the percentage among the aforementioned fringe categories. The Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit, provided that proof of payment to such Employee’s applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

(2) Grievance and Arbitration

The provisions of Article Eleven of the Master Agreement, “Grievance and Arbitration” shall apply.

(3) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on New Media Productions and that there will be full interchange of job functions among Employees, so that a single Employee may be required to perform the functions of multiple job classifications covered hereunder.

(4) No Strike, No Lockout

The provisions of Article 1.12 of the Master Agreement, “No Strike, No Lockout,” shall apply.

(5) Assignment of Wages

The provisions of Article 9.06 of the Master Agreement, “Assignment of Wages,” shall apply.

(6) Layoff, Termination of Employment and Replacement

The following provisions of the Master Agreement shall apply to all Employees employed on New Media Productions: Article 1.11, “Council Representatives;” Article 4.09, “Force Majeure;” and Article 10, “Lay Off and Discharge.”

(7) Budget Verification

Upon request of the Council, the Employer shall provide the Council with the top sheet of the budget of a production longer than twenty (20) minutes made for a subscription consumer pay new media platform and covered under Paragraphs A and B. Any such request shall be made within thirty (30) days from the commencement of principal photography. The Council shall treat all budget top sheets provided to it as confidential.

~~(7)~~ (8) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions of the Master Agreement or the Supplemental Master Agreement shall be applicable to Employees employed on New Media Productions.

“D. ‘High Budget’ Original and Derivative Dramatic Motion Pictures and Series Made for Subscription Consumer Pay New Media Platforms

“(1) The following terms shall be applicable prospectively only. They shall not apply to:

“(a) any program or series that would otherwise qualify as a ‘High Budget SVOD Program’ within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to the first day of the month that is not less than 3 months after the BCCFU furnishes notice of ratification¹ to the Negotiating Producers; or

¹ Should ratification occur in the month of September, 2015, “*the first date of the month that is not less than 3 months after the BCCFU furnishes notice of ratification*” would be January 1, 2016.

“(b) any program or series that would otherwise qualify as a ‘High Budget SVOD Program’ within the meaning of this Sideletter for which the principal photography of the program or the first episode of the series commenced after the first day of the month that is not less than 3 months after the BCCFU furnishes notice of ratification² to the Negotiating Producers, if such program or series was produced pursuant to the terms of a bona fide license agreement with fixed and definite terms entered into by the Employer prior to the first day of the month that is not less than 3 months after the BCCFU furnishes notice of ratification³ to the Negotiating Producers. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to the first day of the month that is not less than 3 months after the BCCFU furnishes notice of ratification⁴ to the Negotiating Producers.

“Any program or series described in subparagraph (a) or (b) above shall continue to be subject to the terms of the New Media Sideletter of the 2012-2015 BCCFU Master Agreement. However, with respect to any such program or series described in subparagraph (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after the first day of the month that is not less than 3 months after the BCCFU furnishes notice of ratification⁵ to the Negotiating Producers and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of the New Media Sideletter of the 2015-2018 BCCFU Master Agreement.

“Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to BCCFU-represented Employees on programs or series covered by subparagraphs (a) and (b) above.

“(2) Original and derivative dramatic new media productions made for initial exhibition on a subscription consumer pay platform (such as Netflix) which meet the following criteria will be considered ‘high budget’ (hereinafter, ‘High Budget SVOD Program’):

<u>Length of Program as Initially Exhibited*</u>	<u>‘High Budget’ Threshold</u>
<u>20-35 Minutes</u>	<u>\$1,475,000 CAD and above</u>
<u>36-65 Minutes</u>	<u>\$2,825,000 CAD and above</u>
<u>66 Minutes or more</u>	<u>\$3,400,000 CAD and above</u>
<u>* Programs less than 20 minutes are not considered ‘high budget’ for purposes of this proposal, regardless of their budgets.</u>	

² *Ibid*

³ *Ibid*

⁴ *Ibid*

⁵ *Ibid*

“(3) Minimum Wages and Fringe Rate

“The minimum wages and fringes for Employees employed on a High Budget SVOD Program shall be as set forth in S3.01 of the Supplemental Master Agreement for Television Series and shall be as set forth in S3.02 of the Supplemental Master Agreement for (i) Long-Form Television, (ii) Pilots, and (iii) programs without an agreement for subscription consumer pay new media distribution in the United States at the commencement of principal photography.

“(4) Terms and Conditions

“Terms and conditions for Employees employed on a High Budget SVOD Program shall be those applicable to television series covered under the Supplemental Master Agreement, with the exception of the following:

“Staffing: It is expressly understood and agreed that there shall be no staffing requirements on High Budget SVOD Programs and that there will be full interchange of job functions among Employees, so that a single Employee may be required to perform the functions of multiple job classifications covered hereunder, so long as all such job functions are within the jurisdiction of a single Council-member Union.

“E. **Sunset Clause**

“The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. This Sideletter shall expire on March 31, 2018 unless renewed by mutual agreement of the Parties.

“No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for New Media Productions. The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.”

HOUSEKEEPING

1. SIDELETTER NO. 1

The Negotiating Producers will update the list of companies in Sideletter No. 1 as necessary.